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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8 **FOR THE COUNTY OF SOLANO**

9 JULIAN LONG individually, and on behalf  
10 of other members of the general public  
similarly situated and on behalf of other  
11 aggrieved employees pursuant to the  
California Private Attorneys General Act;

12 **Plaintiff,**

13 vs.

14 DURAVENT, an unknown business entity;  
15 DURAVENT, INC., an unknown business  
entity; M&G DURAVENT INC., an  
16 unknown business entity; and DOES 1  
through 100, inclusive,

17 **Defendants.**  
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Case No.: FCS053402

Honorable Stephen Gizzi  
Department 3

**CLASS ACTION**

**[REVISED PROPOSED] FINAL  
APPROVAL ORDER AND JUDGMENT**

Action Filed: August 14, 2019  
Trial Date: None Set

1 This matter has come before the Honorable Stephen Gizzi in Department 3 of the above-  
2 entitled Court, located at 580 Texas Street, Fairfield, California 94533, on Plaintiff Julian Long’s  
3 (“Plaintiff”) Motion for Final Approval of Class Action Settlement, Attorneys’ Fees, Costs, and  
4 Service Enhancement (“Motion for Final Approval”). Lawyers *for* Justice, PC appeared on behalf  
5 of Plaintiff, and Dinsmore & Shohl LLP appears as counsel for DuraVent, DuraVent, Inc., and  
6 M&G DuraVent, Inc. (collectively, “Defendants”).

7 On July 25, 2024, the Court entered the Order Granting Preliminary Approval of Class  
8 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement  
9 of the above-entitled action (“Action”) in accordance with the First Amended Joint Stipulation of  
10 Class Action and PAGA Settlement Agreement (“First Amended Agreement”), attached as  
11 “EXHIBIT A” to the Declaration of Helene Mayer in Support of Plaintiff’s Motion for Preliminary  
12 Approval of Class Action Settlement. Following comments from the Court at the final approval  
13 stage, the parties executed a Second Amended Joint Stipulation of Class Action and PAGA  
14 Settlement Agreement (“Second Amended Agreement” or “Settlement Agreement”), which was  
15 attached as “EXHIBIT A” to the Parties Joint Stipulation to Amend the First Amended Joint  
16 Stipulation of Class Action and PAGA Settlement Agreement filed with the Court on February 13,  
17 2025. The Second Amended Agreement, together with the exhibits annexed thereto, set forth the  
18 terms and conditions for settlement of the Action.

19 Having reviewed the Settlement Agreement and duly considered the parties’ papers and  
20 oral argument, and good cause appearing,

21 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

22 1. All terms used herein shall have the same meaning as defined in the Settlement  
23 Agreement and the Preliminary Approval Order.

24 2. Unless otherwise specified, all citations and references to the Private Attorneys  
25 General Act of 2004, California Labor Code sections 2698, *et seq.* are to the version of statute  
26 prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the  
27 above-captioned action and the Settlement pursuant to California Labor Code section 2699, subd.  
28 (v)(1), as amended, because the above-captioned action was filed prior to June 19, 2024.

1           3.       This Court has jurisdiction over the claims of the Class Members asserted in this  
2 proceeding and over all parties to the Action.

3           4.       The Court finds that the applicable requirements of California Code of Civil  
4 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect  
5 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification  
6 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is  
7 hereby defined to consist of the following individuals:

8           All current and former hourly-paid or non-exempt employees of Defendants,  
9 including current and former hourly-paid or non-exempt employees who were  
10 assigned by Staffing Agencies (primary employers) to the Defendants as host  
11 employer and employed by Defendants, in California at any time during the  
period from August 14, 2015 through December 10, 2022 (“Class” or “Class  
Members”).

12          5.       The “Aggrieved Employees” is hereby defined to consist of the following  
13 individuals:

14           All current and former hourly-paid or non-exempt employees of Defendants, including  
15 current and former hourly-paid or non-exempt employees who were assigned by  
16 Staffing Agencies (primary employers) to the Defendants as host employer and  
employed by Defendants, in California at any time during the period from June 6, 2018  
through December 10, 2022 (“Aggrieved Employees”).

17          6.       The Notice of Class Action Settlement (“Class Notice”) that was provided to the  
18 Class Members, fully and accurately informed the Class Members of all material elements of the  
19 Settlement, including and not limited to Class Members’ right to object to the Class Settlement  
20 and Class Members’ right to seek exclusion from the Class Settlement; was the best notice  
21 practicable under the circumstances; was valid, due, and sufficient notice to all Class Members;  
22 and complied fully with the laws of the State of California, the United States Constitution, due  
23 process and other applicable law. The Class Notice fairly and adequately described the Settlement  
24 and provided the Class Members with adequate instructions and a variety of means to obtain  
25 additional information.

26          7.       Pursuant to California law, the Court hereby grants final approval of the Settlement  
27 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More  
28 specifically, the Court finds that the Settlement was reached following meaningful discovery and

1 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the  
2 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that  
3 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the  
4 Court has considered all of the evidence presented, including evidence regarding the strength of  
5 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of  
6 further litigation; the amount offered in the Settlement; the extent of investigation and discovery  
7 completed; and the experience and views of Class Counsel. The Court finds that the Settlement,  
8 including the monetary allocations and payments, appear within the range of reasonableness, and  
9 that the monetary recovery to the Class is fair, adequate, and reasonable when balanced against the  
10 probable outcome of further litigation relating to certification, liability, and damages issues. The  
11 Court has further considered the absence of objections to the Class Settlement submitted by Class  
12 Members.

13 8. A full opportunity has been afforded to the Class Members to participate in the  
14 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been  
15 heard. The Class Members also have had a full and fair opportunity to exclude themselves from  
16 the Class Settlement. Accordingly, the Court determines that all Class Members who did not  
17 submit a valid and timely Opt-Out Letter (“Participating Class Member”) are bound by the Class  
18 Settlement and this Final Approval Order and Judgment, and the State of California with respect  
19 to Aggrieved Employees, and Aggrieved Employees, are bound by the PAGA Settlement and this  
20 Final Approval Order and Judgment.

21 9. The Court hereby directs that the Settlement be affected in accordance with the  
22 Settlement Agreement and the terms and conditions set forth herein.

23 10. The Court finds that payment of Settlement Administration Costs in the amount of  
24 \$18,500.00 is appropriate for the services performed and costs incurred and to be incurred for the  
25 notice and settlement administration process. It is hereby ordered that the Settlement  
26 Administrator, Atticus Administration, LLC, shall issue payment to itself in the amount of  
27 \$18,500.00, in accordance with the terms and methodology set forth in the Settlement Agreement.

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1           11.     The Court finds that the Service Enhancement sought by Plaintiff Julian Long is  
2 fair and reasonable. It is hereby ordered that the Settlement Administrator issue payment in the  
3 amount of \$7,500.00 to Plaintiff Julian Long for his Service Enhancement, according to the terms  
4 and methodology set forth in the Settlement Agreement.

5           12.     The Court finds that the allocation of \$500,000.00 toward penalties under the  
6 California Private Attorneys General Act of 2004 (“PAGA Allocation”), is fair, reasonable, and  
7 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA  
8 Allocation as follows: the amount of \$375,000.00 to the California Labor and Workforce  
9 Development Agency, and the amount of \$125,000.00 to be distributed on a *pro rata* basis to  
10 Aggrieved Employees, according to the terms and methodology set forth in the Settlement  
11 Agreement.

12           13.     The Court finds that attorneys’ fees in the amount of \$770,000.00 to Class Counsel  
13 fall within the range of reasonableness, and the results achieved justify the award. The attorneys’  
14 fees to Class Counsel are fair, reasonable, and appropriate, and are hereby approved. It is hereby  
15 ordered that the Settlement Administrator issue payment in the amount of \$770,000.00 to Class  
16 Counsel for attorneys’ fees, in accordance with the terms and methodology set forth in the  
17 Settlement Agreement.

18           14.     The Court finds that the request for reimbursement of litigation costs and expenses  
19 in the amount of \$20,797.80 to Class Counsel is reasonable, and hereby approved. It is hereby  
20 ordered that the Settlement Administrator issue payment in the amount of \$20,797.80 to Class  
21 Counsel for reimbursement of litigation costs and expenses, in accordance with the terms and  
22 methodology set forth in the Settlement Agreement.

23           15.     The Court hereby enters Judgment by which, upon the Effective Date and full  
24 funding of the Total Settlement Amount, Plaintiff and Participating Class Members will be deemed  
25 to have, and by operation of this Final Approval Order and Judgment, will have expressly and  
26 irrevocably released, acquitted, and forever discharged the Released Parties from the Released  
27 Class Claims, and the Named Plaintiff, the State of California with respect to Aggrieved  
28

1 Employees, and Aggrieved Employees will have expressly and irrevocably released, acquitted,  
2 and forever discharged the Released Parties from the Released PAGA Claims.

3 16. It is hereby ordered that Defendants shall deposit the Total Settlement Amount plus  
4 Defendants' share of any employer-side payroll taxes in connection with the wages portion of  
5 Individual Settlement Share into an account established by the Settlement Administrator within 30  
6 calendar days after the Effective Date, in accordance with the terms and methodology set forth in  
7 the Settlement Agreement.

8 17. It is hereby ordered that the Settlement Administrator shall prepare and mail  
9 Individual Settlement Payment checks to the Participating Class Members and Individual PAGA  
10 Payment checks to the Aggrieved Employees, if located, within 7 calendar days after Defendants  
11 fully fund the Total Settlement Amount, according to the methodology and terms set forth in the  
12 Settlement Agreement. It is hereby ordered that if the Participating Class Members and Aggrieved  
13 Employees were deemed unlocated, the Settlement Administrator shall prepare and mail  
14 Individual Settlement Payment checks and Individual PAGA Payment checks in the Participating  
15 Class Members' and Aggrieved Employees' names directly to the State of California, Office of  
16 Controller, Unclaimed Property Division along with Class Member names, dates of employment,  
17 and dates of birth (if applicable) within 7 calendar days after Defendants fully fund the Total  
18 Settlement Amount, according to the methodology and terms set forth in the Settlement  
19 Agreement.

20 18. It is hereby ordered that Individual Settlement Payment and Individual PAGA  
21 Payment checks mailed directly to Class Members shall be valid and negotiable for a period of  
22 180 calendar days from the date of mailing by the Settlement Administrator, and thereafter, the  
23 Settlement Administrator shall void any such check. It is hereby ordered that the funds associated  
24 with Individual Settlement Payment and Individual PAGA Payment checks mailed directly to  
25 Class Members that are undeliverable or that have not been cashed, deposited, or otherwise  
26 negotiated within the 180-day period shall be distributed to Court Appointed Special Advocates  
27 of Solano County ("CASA"), as a *cy pres* recipient, pursuant to California Code of Civil Procedure  
28 section 384.

1           19.     After entry of this Final Approval Order and Judgment, pursuant to California Rules  
2 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and  
3 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and  
4 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate  
5 any dispute arising from or in connection with the distribution of settlement benefits.

6           20.     Individualized notice of this Final Approval Order and Judgment is not required.  
7 The Settlement Administrator shall post a copy of this Final Approval Order and Judgment on its  
8 website for a period of at least 60 calendar days after the date of entry of this Final Approval Order  
9 and Judgment.

10          21.     A Final Compliance Hearing is set for December 3, 2025 at 9:30 a.m. in Department  
11 3 of the above-captioned Court. Pursuant to California Code of Civil Procedure section 384, at  
12 least five (5) court days prior, the parties shall submit a report prepared by the Settlement  
13 Administrator to the Court specifying, among other things, the date settlement checks were mailed  
14 to Participating Class Members and Aggrieved Employees, the total number of settlement checks  
15 mailed to Participating Class Members and Aggrieved Employees, the date checks were mailed to  
16 the State of California, Office of Controller, Unclaimed Property Division, the total number of  
17 checks mailed to the State of California, Office of Controller, Unclaimed Property Division, the  
18 total amount actually paid to Participating Class Members and Aggrieved Employees, the number  
19 of settlement checks that were undeliverable or otherwise not cashed, deposited, or negotiated within  
20 the delineated 180-day period, and the amount of the leftover residual of settlement funds that will  
21 be paid to CASA, along with a proposed amended judgment containing language directing that the  
22 leftover residual settlement funds be paid to CASA. No later than 5 calendar days after receipt of  
23 notice of the entry of the amended judgment, Class Counsel shall submit the amended judgment  
24 to the Judicial Council, pursuant to California Code of Civil Procedure section 384.5.

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26  
27 Dated:           **03/14/2025**          

  
HONORABLE STEPHEN GIZZI  
JUDGE OF THE SUPERIOR COURT